

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CBV, INC.,)	
)	
Plaintiff,)	
v.)	C.A. No. 1:21-cv-01456-GBW
)	
CHANBOND, LLC, DEIRDRE LEANE,)	
and IPNAV, LLC,)	
)	
Defendants.)	

DECLARATION OF AKIVA M. COHEN

1. I am a Partner at Kamerman, Uncyk, Soniker, & Klein, P.C., attorneys for Deirdre Leane and IPNAV, LLC (“Leane Defendants”) and submit this declaration in opposition to Plaintiff CBV’s Motion for Summary Judgment. I have personal knowledge of the facts submitted herein, and could and would testify competently to them if called to do so.

2. Annexed hereto as **Exhibit 1** is a compilation of relevant excerpts from the deposition of Earl Hennenhoefer taken during this litigation.

3. Annexed hereto as **Exhibit 2** is the settlement agreement executed between Leane Defendants and Defendant Chanbond, LLC (the “Second Settlement Agreement”).

4. ChanBond’s payment pursuant to the Second Settlement Agreement was made to IPNAV, not to Ms. Leane individually, as provided in that agreement.

5. Annexed hereto as **Exhibit 3** is a copy of the arbitration award issued in the arbitration between Mishcon de Reya and King & Wood Mallesons.

6. I did not depose either Earl Hennenhoefer or Dick Snyder on their understanding of the term “stakeholder,” because CBV did not make any arguments based on its now-proffered alternative definition of that term, or proffer that alternative definition, until after the depositions

were concluded. The parties have not conducted document discovery specifically geared to that issue.

A handwritten signature in black ink, appearing to read "Akiva M. Cohen", written over a horizontal line.

Akiva M. Cohen

February 12, 2024